

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

ANIL DAMANI and 27TH
INVESTMENTS, LLC,

Plaintiffs,

v.

JEEVAN SATHI, LLC and SURINDER
KALRA,

Defendants.

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CIVIL ACTION FILE NO.

COMPLAINT

Plaintiffs Anil Damani (“Mr. Damani”) and 27th Investments, LLC file this Complaint against Jeevan Sathi, LLC (“Jeevan Sathi”) and Surinder Kalra (“Mr. Kalra”) (collectively, “Defendants”) showing the Court as follows:

1.

This is a suit on two contracts executed by the Parties by which Plaintiffs loaned a total of \$1,500,000.00 to Defendants. Defendants have not repaid the amounts loaned.

2.

There is no dispute that amounts are owed. Despite multiple demands for repayment, Defendants have defaulted under both contracts.

PARTIES

3.

Plaintiff Mr. Damani is a Georgia citizen and is the sole member of Plaintiff 27th Investments, a Georgia limited liability company.

4.

Defendant Mr. Kalra is an Illinois citizen and upon information and belief is the sole of member of Defendant Jeevan Sathi, an Illinois limited liability company with its principal place of business at 1305 Remington Road, Suite V, Schaumburg, IL 60193.

JURISDICTION AND VENUE

5.

This Court has personal jurisdiction over Defendants pursuant to contractual waivers of personal jurisdiction for disputes brought in this forum. *See* Ex. A ¶ 8.1; Ex. B ¶ 11.3.

6.

This Court has subject matter jurisdiction over this dispute pursuant to 28 U.S.C. § 1332. The parties, including all members of each LLC, are citizens of different states and the amount in controversy exceeds \$75,000.00. Venue is appropriate pursuant to 28 U.S.C. § 1391.

FACTS

The Live Events Investment Agreement

7.

On February 26, 2021, Defendant Jeevan Sathi and Plaintiff 27th Investments entered a “Live Events Investment Agreement” (the “Agreement”). A true and correct copy is attached as Exhibit A.

8.

Pursuant to the Agreement, 27th Investments provided \$1,000,000.00 to be used to “host six concerts and two festival events.” *Id.* at 1.

9.

Plaintiff 27th Investments paid \$1,000,000.00 to Jeevan Sathi over the course of three payments on March 2, 2021, August 13, 2021, and April 26, 2022.

10.

Jeevan Sathi was required to repay 27th Investments in full on August 26, 2022, and pay \$250,000.00 in interest. *Id.* § 2.1.1. Jeevan Sathi has not paid any part of these amounts.

11.

The Agreement contained a clause that limited the use of the funds provided by 27th Investments. *Id.* § 5.1. It stated that the funds “may only be use[d] for . . . [p]ayment of legitimate, reasonable and documented expenses and fees arising from or reasonably related to the live events hereunder.” *Id.* § 5.1.

The Promissory Note

12.

On November 1, 2021, Defendant Mr. Kalra executed and delivered to plaintiff a promissory note payable to Plaintiff Mr. Damani (the “Note”). Pursuant to the Note, Mr. Damani provided \$500,000.00 to Mr. Kalra. In exchange, Mr. Kalra promised to pay Mr. Damani \$500,000.00 with interest of \$2,083.34 per month, payable on November 1, 2022. A true and correct copy of the Note is attached as Exhibit B.

13.

Mr. Kalra has not repaid the principal balance of the Note, which was due on November 1, 2022.

14.

The first monthly interest payment was due on December 1, 2021. Mr. Kalra has paid some monthly interest due on the Note, with the most recent interest payment made in May 2023. A true and correct copy of evidence of all interest payments made and received is attached as Exhibit C. Of the twenty interest payments due and owing through and including July 2023, Mr. Kalra has failed to pay five interest payments of \$2,083.34 each.

COUNT 1

Breach of Contract: Live Events Investment Agreement

15.

Plaintiffs adopt and re-allege the above paragraphs as if fully set forth herein.

16.

On February 26, 2021, Plaintiff 27th Investments and Defendant Jeevan Sathi entered the Live Events Investment Agreement attached as Exhibit A.

17.

Pursuant to the Agreement, Plaintiff 27th Investments paid \$1,000,000.00 to Jeevan Sathi.

18.

Defendant Jeevan Sathi was obligated under the Agreement to pay \$1,250,000.00 in principal and interest to 27th Investments no later than August 26, 2022.

19.

If the amounts were unpaid as of August 26, 2022, which they were, Defendant Jeevan Sathi is obligated to pay 1.5% monthly interest on the unpaid balance.

20.

Defendant Jeevan Sathi has not repaid any portion of the \$1,000,000.00 principal or the \$250,000.00 interest due and owing, or the 1.5% monthly interest owed, breaching the Live Events Investment Agreement.

21.

Failure to pay constitutes a material breach of the Agreement.

COUNT II

Breach of Contract: Promissory Note

22.

Plaintiffs adopt and re-allege the paragraphs 1-14 above as if fully set forth herein.

23.

Defendant Mr. Kalra and Plaintiff Mr. Damani entered the Note, on November 1, 2021, pursuant to which Mr. Damani paid \$500,000 to Mr. Kalra. A true and correct copy of the Note is attached as Exhibit B.

24.

Mr. Kalra was obligated to repay the Note and interest of \$2083.34 per month no later than November 1, 2022.

25.

Under the Note, if payment is late, Mr. Damani is entitled to a 10% late fee on outstanding amounts.

26.

Mr. Kalra has not paid any portion of the principal on the Note or the late fee.

27.

Of the twenty interest payments due through July 2023, Mr. Kalra has paid fifteen interest payments. Ex. C. Mr. Kalra has not paid interest payments for May 2022, July 2022, August 2022, June 2023, and July 2023.

28.

Failure to pay constitutes a material breach of the Note.

COUNT III

Contractual Attorneys' Fees

29.

Plaintiffs adopt and re-allege the paragraphs 1-14 above as if fully set forth herein.

30.

Plaintiffs are entitled to reasonable attorneys' fees and other costs of litigation under the terms of the Agreement and of the Note.

31.

The Note provides:

The Borrower shall reimburse the Lender on demand for all reasonable out-of-pocket costs, expenses and fees (including reasonable expenses and fees of its counsel) incurred by the Lender in connection with transactions contemplated hereby including the negotiation, documentation and execution of this Note and the other Loan Documents and the enforcement of the Lender's rights hereunder and thereunder.

Note, Ex. B, § 11.2.

32.

The Agreement provides:

In the Event that any Party shall commence any proceeding to enforce or interpret the provisions of this Agreement, the prevailing Party in any such action or proceeding will be entitled to recover reasonable attorneys' fees and costs incurred in connection with such suit, action

or proceeding in addition to whatever other remedies may also be available.

Agreement, Ex. A, § 8.1.

COUNT IV

Statutory Attorneys' Fees

33.

Plaintiffs adopt and re-allege the paragraphs 1-14 above as if fully set forth herein.

34.

Defendants have acted in bad faith, have been stubbornly litigious, and have caused 27th Investments and Mr. Damani to expend unnecessary time, trouble, and expense in bringing this action.

35.

Pursuant to O.C.G.A. §§ 13-6-11 and 13-1-11, 27th Investments and Mr. Damani are entitled to recover their expenses of litigation, including, but not limited to, attorneys' fees.

WHEREFORE, 27th Investments and Mr. Damani respectfully request that this Court:

- (a) Award judgment to 27th Investments and against Javeen Sathi for the sum of \$1,250,000, consisting of unpaid principal and interest, and in addition, a 1.5% monthly late fee from August 27, 2022, through the date of judgment;
- (b) Award judgment to Mr. Damani and against Mr. Kalra for the sum of \$500,000 of unpaid principal, interest owed in arrears of \$1,416.7, monthly interest of \$2,083.34 from August 1, 2023 through the date of judgment, and a 10% late fee on all unpaid amounts;
- (c) Award 27th Investments and Mr. Damani reasonable post-judgment interest;
- (d) Award 27th Investments and Mr. Damani their reasonable attorneys' fees and expenses of litigation; and
- (e) Award 27th Investments and Mr. Damani such other and additional relief as this Court deems just and proper.

Respectfully submitted, this 20th day of July, 2023.

/s/ Joyce Gist Lewis
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